

Honorable Board of Supervisors
April 6, 2004
Page 2

These developer fees are used to fund the construction and equipping of fire stations needed to serve new development in the City.

This Amendment Number One to the Agreement clarifies that the District is authorized to negotiate and accept in-kind considerations on behalf of the City. It also allows the City to retain five percent to offset administrative costs the City incurs in the collection of the developer fees, which is consistent with administrative costs retained by other District cities, such as Agoura Hills and Lancaster.

FISCAL IMPACT/FINANCING

The City will retain five percent of developer fee revenue generated within the City for administrative costs associated with the administration of the program by the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This will be Amendment No. 1 to existing Agreement No. 66785. The Santa Clarita Council approved this Amendment on February 24, 2004.

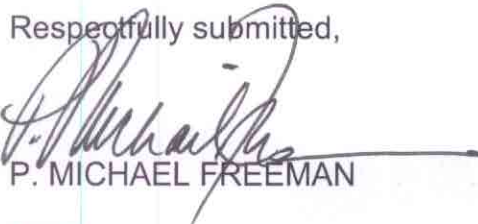
IMPACT ON CURRENT SERVICES OR PROJECTS

If approved by your Board, this Amendment will clarify the District's authority to negotiate fire station sites on behalf of the City, and simplify the process for the developers within the City.

CONCLUSION

Upon approval of this Amendment by the Board of Supervisors, please instruct the Executive Officer, Clerk of the Board to return one executed original and one original copy to the District. The District will provide the City with a fully executed original copy of this Amendment.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:lab

2004 APR 11 11:03
FILED

THIS AGREEMENT is made and entered into this 24th day of February, 2004, between the CITY OF SANTA CLARITA, hereinafter referred to as "City", and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as "District", to amend the Agreement between the Consolidated Fire Protection District of Los Angeles County and the City of Santa Clarita for the Adoption and Administration of the Developer Fee by the City of Santa Clarita for the Benefit of the Consolidated Fire Protection District dated May 4, 1993 (No. 66785), hereinafter referred to as the "Agreement".

1 2. Section V of the Agreement is amended to read as follows:

2 "V. The District is authorized to negotiate and accept in-kind considerations to
3 finance a developer's proportionate share of the cost of fire stations and
4 apparatus within Area 2 (including City and unincorporated territory).
5 Agreements for in-kind considerations shall be between the District and the
6 developer, and the City may elect to participate in negotiations for
7 developments occurring in, or proposed to be annexed to, the City.
8 Appropriate in-kind considerations may include an improved lot, construction of
9 a fire station, fire apparatus, or infrastructure improvements directly necessary
10 for the implementation of a fire station and would fulfill the Developer Fee
11 obligation, in whole or in part, for the respective development. The value of
12 the in-kind considerations (Developer Fee credit) shall be determined by an
13 MAI appraiser, cost estimator, or person similarly qualified as determined by
14 the District. The City shall recognize such Developer Fee credits accepted by
15 the District to satisfy a developer's Developer Fee obligation, in whole or in
16 part, upon presentation to the City by the developer of documentation of the
17 District's acceptance of such Developer Fee credit. The City shall account for
18 the such Developer Fee credits used in the City as stated in Section VI,
19 Paragraph B, of this Agreement."

20 3. Section VI, Paragraph B, is amended to read as follows:


21 B. The City shall report to the District at least once annually the Developer Fees
22 collected in the City, Developer Fee credits used in the City, the administrative
23 fees retained by the City, and the Developer Fees transferred to the District.
24 Upon request by the District, the City shall make available for District's review
25 all records regarding Developer Fee collections, transfers, and retentions by
26 the City.

27 4. All other terms and conditions of the Agreement shall remain the same and in full
28 force and effect.

1 IN WITNESS WHEREOF, the City of Santa Clarita has caused this Agreement to
2 be executed by its duly authorized officer; and the Board of Supervisors of the County of
3 Los Angeles, as the governing body of the Consolidated Fire Protection District of
4 Los Angeles County, has caused this Agreement to be executed by its Chairman and
5 attested by its Clerk, on the day, month and year noted herein below.

6
7 CITY OF SANTA CLARITA

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

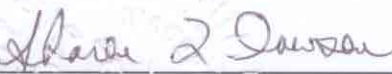
8
9 By 
10 BOB KELLAR, MAYOR
CITY OF SANTA CLARITA

DON KNABE, CHAIRMAN
BOARD OF SUPERVISORS

11
12 3-25-04

13 Date

Date

14 By 
15 CITY CLERK
CITY OF SANTA CLARITA

3/25/04

ATTEST:


VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors

16
17 APPROVED AS TO FORM:

18
19 By 
20 CITY ATTORNEY

Deputy

APPROVED AS TO FORM:
~~FLOYD W. PELLMAN~~, County Counsel

21
22 By 
23 Deputy

24 ///

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